

**January 8, 2025**

United States District Court for the Northern District of Texas

Re: Case No. 4:24-cv-01022

Honorable Judge Reed C. O'Connor

**Subject:**

**Submission of Exhibit I - Evidence of Predatory "Cottage Industry"  
TCPA Litigation Patterns**

**Dear Honorable Judge O'Connor,**

I respectfully submit Exhibits I for the Court's consideration in the above-referenced case. These exhibits collectively provide compelling evidence of a consistent pattern of litigation for profit by the Plaintiff, Mrs. Kelly Bland, formerly known as Mrs. Kelly Pinn. The documentation demonstrates a troubling strategy of exploiting the Telephone Consumer Protection Act (TCPA) **for financial gain rather than its intended purpose of protecting consumers' residential numbers from unsolicited calls.**

**Key Observations from Exhibit I:**

**1. Volume of Cases:**

- o Mrs. Bland has filed at least 31 lawsuits under the TCPA, with 25 being class actions.
- o These cases are often dismissed shortly after filing.

**2. Litigation Tactics:**

- o Rotating legal representation and reliance on well-known TCPA attorneys **to amplify pressure on defendants.**
- o Use of **vague or unsubstantiated claims, leveraging procedural ambiguities to secure settlements.**

**3. Coordinated Efforts with her sister, Mrs. Kimberly Starling:**

- o Shared phone numbers and identical verbiage in demand letters between the two individuals indicate collaboration.

- o Evidence from AT&T and OnProcess Technology cases reveals potential attempts to manufacture TCPA violations.

**4. Evidence of Financial Motivation:**

- o Over 60 demand letters issued in a single year, resulting in settlements exceeding \$50,000.
- o Patterns suggest no interest in adjudicating claims, with a primary focus on financial outcomes.

**Exhibit Details:**

- **Exhibit I1:** Summary of litigation patterns and supporting evidence.
- **Exhibit I2:** Visual Pie Chart summary of TCPA cases, highlighting dismissals, settlements, and rapid filings.
- **Exhibit I3:** Simplified summary of cases involving Mrs. Bland, emphasizing financial settlements.
- **Exhibit I4:** Comprehensive summary of all cases filed by Mrs. Bland, with durations and outcomes.
- **Exhibit I5 to I9:** Supporting affidavits, transcripts, and court records from related cases, including evidence of fabricated TCPA claims.

**Relevance to Current Case:**

This submission highlights the Plaintiff's consistent pattern of targeting businesses for financial gain, using litigation as a means to extract settlements without pursuing substantive legal resolutions. Evidence shows that Mrs. Bland actively sought opportunities to generate TCPA claims rather than avoid unsolicited calls, undermining the integrity of the TCPA's intended purpose.

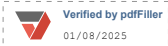
Finally, I would like to respectfully note that I am representing myself in this matter as a pro se defendant. This is my first time defending myself in a legal proceeding, and I recognize that I may not always follow proper procedures or fully understand all court

requirements. I assure the Court that any shortcomings are unintentional and not meant as a sign of disrespect. I have made every effort to learn and comply with the Court's rules over the past two months, but I would deeply appreciate the Court's guidance to ensure I do not create unnecessary burdens or delays.

Thank you for your attention to this matter. I am on constant standby should additional documentation or clarification be required.

**Respectfully submitted,**

Aaron Hansome



Pro Se Defendant

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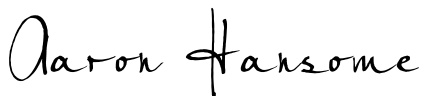
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**Certificate of Service**

I hereby certify that on **January 8, 2025**, I electronically served the foregoing document and accompanying Exhibits I to the Plaintiff, Mrs. Kelly Bland, via email to the address she has provided for this case.

**Respectfully submitted,**

Aaron Hansome



1<sup>st</sup> Texas Health & Life LLC.

Pro Se Defendant

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## I EXHIBITS LIST

1. **Exhibit I-1** - Summary of Litigation Patterns and Supporting Evidence
  - File: Exhibit I1 – Summary Of Litigation Patterns and Supporting Evidence
2. **Exhibit I-2** - Visual Summary of TCPA Cases
  - File: Exhibit I2 - Visual Summary.pdf
3. **Exhibit I-3** - Simplified Summary of TCPA Cases Involving Kelly Pinn-Bland
  - File: Exhibit I3 Simplified - Summary of TCPA Cases Involving Kelly Pinn-Bland.pdf
4. **Exhibit I-4** - Comprehensive Summary of All Found Cases Involving Kelly Bland
5. **Exhibit I-5 – AT&T's Exhibit A:** Starling v. OnProcess Technology

### AT&T/OnProcess asserts:

- **Celebratory Texts:** Exchanged messages celebrating "robocalls."
- **Identity Misrepresentation:** Starling posed as Pinn during calls.
- **Deliberate Contact:** Called AT& T back & provided number to ensure calls, fabricating TCPA claims.

6. **Exhibit I-6** – Image showing the 31 TCPA cases Mrs. Bland has filed in approximately the last 3 years where her phone number had been redacted, every case has Mrs. Bland's (formerly Mrs. Pinn's) number redacted.
7. **Exhibit I-7** - Voluntary Dismissal Document
  - File: Vol Dismiss - Starling\_v\_ATT\_Services\_Inc\_\_01cae-24-01341\_\_108191864.0.pdf

## Key Observations from Exhibits I

### 1. Total Volume of Cases

- **31 lawsuits filed under the TCPA by Mrs. Bland** (formerly Mrs. Pinn). However, **the case involving OnProcess & AT&T originated from Mrs. Bland's phone service, and because direct involvement is likely, this data includes that case.**
  - **25 were filed as class actions**, all of which included "those similarly situated" language in their complaints to position them for potential certification. However, **none of these class actions were adjudicated or certified.**
  - 1 case, Vehicle Protection Specialists LLC, while positioned with a known class action attorney, did not explicitly include class action language in the complaint, distinguishing it from the other 25.
  - 5 individual TCPA lawsuits were also dismissed before substantive rulings.
- **Critical Observation:** Of the 32 total cases considered, none have been fully adjudicated or gone to trial. **All cases have either been dismissed (4 with prejudice) or settled, underscoring a pattern of litigation designed to extract financial settlements without pursuing substantive legal outcomes.**

### 2. Rapid Dismissals and Minimal Litigation

- A significant number of Mrs. Bland's lawsuits were dismissed in under two months, highlighting a pattern of quick settlement-driven outcomes:
  - **Pinn v. Lightbeam Lending Inc. (13 days from filing to voluntary dismissal).**
  - **Pinn v. Vehicle Protection Specialists LLC et al. (2 months, dismissed before certification).**
  - **Pinn v. Energy Solutions Direct Solar. (2 months, dismissed shortly after filing a notice of settlement).**

- **Pinn v. Legal Tax Defense Inc. (50 days, voluntarily dismissed).**
  - **Pinn v. IJ Wireless Inc. (1.5 months, dismissed voluntarily).**
  - **Pinn v. Vehicle Protection Services LLC. (3 months, dismissed voluntarily without a ruling).**
- **Key Point:** These rapid dismissals suggest the lawsuits were not filed with the intention of addressing any injury or pursuing justice.

### 3. Class Action Filing Strategy

- 25 out of 32 cases (32 including AT&T/OnProcess) were filed as class actions.
  - The attempted class action certification amplifies the potential liability and settlement pressure on defendants.
  - Vehicle Protection Specialists LLC was the only case that lacked explicit class action language but was positioned with "those similarly situated" verbiage and a known class action attorney.
- None of the cases, however, were ever certified** (or adjudicated).

### 4. Financial Motivation and Settlement Patterns

- Mrs. Bland's cases consistently result in settlements or dismissals shortly after filing, indicating a litigation strategy focused on financial gain rather than legal resolution.
  - **Example:** Pinn v. Transamerica Life Insurance Company et al. was dismissed voluntarily after allegations of vicarious liability were used to pressure settlement **despite Transamerica's lack of direct involvement.**
  - Pinn v. Nations Auto Protection LLC involved TCPA and Texas TSA claims, dismissed after a settlement with **no evidence directly linking the defendants.**
  - In Pinn v. TogetherHealth Insurance LLC, the case was dismissed shortly after the defendant filed a suggestion of

bankruptcy. The bankruptcy filing was attributed to financial strain stemming from the parent company, suggesting that Mrs. Bland's litigation inadvertently intersected with a defendant facing external financial difficulties.

- o This case underscores how Mrs. Bland's lawsuits often **escalate statutory penalties and procedural demands, leveraging state laws such as Texas Business & Commerce Code §302.101, which amplifies potential damages. This pattern suggests a focus on maximizing settlement pressure regardless of defendants' financial resilience.**

- **Escalating Financial Demands:**

- o Damages sought in each case ranged from \$500-\$1,500 per call, with treble damages frequently added for willful violations.

- **Example:** Pinn v. Thrive 360 LLC and Pinn v. Lifetime Health Group LLC included **speculative claims that relied on procedural technicalities rather than substantial evidence of harm.**
- Thrive 360 LLC: Alleged violations based on lack of Texas telemarketing registration despite **no evidence of direct harm or damages.**
- Lifetime Health Group LLC: Relied on vague assertions of harm, **lacking sufficient documentation to substantiate the allegations.**

- **Alleged Financial Outcomes:**

- o Claims raised by third parties in unrelated cases, such as AT&T and OnProcess Technology, suggest that Mrs. Bland and Mrs. Starling may have leveraged similar lawsuits for financial settlements.
- o Without direct evidence submitted in the current exhibits, the extent of financial gains cannot be definitively

verified. However, the repeated pattern of rapid dismissals and voluntary settlements, often before any substantive rulings, strongly indicates financial motivation as a driving force behind the litigation strategy.

#### 5. Rotating Legal Representation

- Mrs. Bland has relied on a rotating cast of well-known TCPA attorneys, including:
  - Ethan Preston (Preston Law Offices).
  - Andrew Roman Perrong (Perrong Law LLC).
  - Anthony Paronich (Paronich Law, P.C.).
  - Avi R. Kaufman and Rachel E. Kaufman (Kaufman P.A.).
  - Jacob Ginsburg (Kimmel & Silverman, P.C.).
- **Key Point:** These attorneys are frequently involved in TCPA cases and have established a pattern of rapid filings, procedural aggression, and reliance on statutory damages to pressure defendants into settlement.

#### 6. Coordinated Efforts with Mrs. Starling

- Shared phone numbers and identical demand letter verbiage between Mrs. Bland and Mrs. Starling establish a clear pattern of collaboration.
- **Key Evidence from Exhibit I5 Affidavit of Dennis Nenninger:**
  - Celebratory text messages between Mrs. Starling and Mrs. Bland after receiving telemarketing calls provide direct evidence of bad faith. Otherwise, violations would be a point of frustration, not celebration.
  - Evidence of deliberate confirmation of the phone number in question during multiple account modifications, including Mrs. Starling's addition as an alternate contact despite being unrelated to the primary account holder. This deliberate action strongly indicates intentional efforts to



- Forensic analysis revealed the **plaintiff signed up for the messages himself.**
- **Court Ruling: Allowed a counterclaim for fraud.**

#### **9. Relevance to Current Case**

- **Misuse of TCPA Protections:**
  - Evidence demonstrates that Mrs. Bland consistently files lawsuits to extract financial settlements without pursuing legal resolutions.
  - Her litigation history reflects systematic misuse of the TCPA as a tool for financial gain rather than its intended purpose of **protecting consumers.**
- **Coordinated Litigation with Mrs. Starling:**
  - Patterns of collaboration, shared phone numbers, and identical tactics reveal a coordinated strategy to exploit TCPA statutes for profit.
- **Burden on Businesses:**
  - The volume of lawsuits and lack of substantive adjudication **impose significant financial and operational burdens on businesses, undermining the fairness of TCPA protections.**

#### **Exhibits List:**

- Exhibit I1: Summary of all TCPA cases filed by Mrs. Bland.
- Exhibit I5: Affidavit of Dennis Nenninger detailing celebratory texts and deliberate actions to manufacture claims.
- Exhibit I6-I9: Supporting documentation from AT&T and OnProcess cases.

generate telemarketing calls as a pretext for filing lawsuits.

## 7. Litigation as a Business Model

- Not a single case has been fully adjudicated.
  - 25 class actions filed, and none were certified.
  - 6 individual TCPA lawsuits dismissed without rulings.
- The rapid settlements and dismissals suggest litigation as a tool for financial leverage **rather than consumer protection**.
- Evidence from demand letters and settlement outcomes shows that **Mrs. Bland has extracted over \$50,000 in settlements in a single year**, highlighting financial motivation.

## 8. Relevant Case Precedents

### 1. Stoops v. Wells Fargo Bank, N.A.

- Plaintiff purchased multiple cell phones solely to receive calls and file TCPA lawsuits.
- **Court Ruling:** Plaintiff lacked standing, as **her intent was profit, not protection from unsolicited calls**.

### 2. Barton v. Temescal Wellness, LLC

- Plaintiff used a phone number exclusively for litigation purposes.
- **Court Ruling:** Dismissed the claim, noting **the number's primary purpose was generating TCPA lawsuits**.

### 3. Johansen v. Bluegreen Vacations Unlimited, Inc.

- Class certification **denied due to plaintiff's credibility concerns and history of deceptive tactics**.

### 4. Sapan v. Diamond Resorts International Marketing, Inc.

- The court **scrutinized plaintiff's serial litigation history, raising doubts about the legitimacy of claims**.

### 5. D'Ottavio v. Slack Technologies

**TCPA Visual Case Summary For Mrs. Kelly Bland (formerly Mrs. Pinn)**

Case Outcomes	Count
18 Voluntary Dismissals	18
5 Dismissed with Prejudice	5
7 Pending Cases	7
2 Court Dismissed	2

This Data includes the case against AT&T's affiliate OnProcess due to the case originating from Mrs. Bland's phone number.

\*4 Dismissed with prejudice includes OnProcess/AT&T

### Case Outcomes

Outcome	Count	Percentage
18 Voluntary Dismissals	18	56%
5 Dismissed with Prejudice	5	16%
7 Pending Cases	7	22%
2 Court Dismissed	2	6%

Breakdown by Category	Count
27 Attempted Class Actions Filed	27
5 Pro Se Cases	5
18 Class Action Attorneys Used	18
5 - 302.101 State Law Escalations	5

### Case Categories

Category	Count
27 Class Actions	27
5 Pro Se	5
18 Attorneys	18
5 State Law Escalations	5

Case Durations	Count
11 Less than 3 Months	11
10 = 3-6 Months	10
11 Over 6 or Pending	11

### Case Durations

Duration	Count	Percentage
11 Less than 3 Months	11	35%
10 = 3-6 Months	10	31%
11 Over 6 or Pending	11	34%

## Key Observations

1. **Number of Potential Financial Settlements Not Disclosed:** Highlighted where applicable.
2. **Timeframes Showing Quick Dismissals or Settlements:** Rapid settlements noted.
3. **Cases Dismissed with Prejudice or Marked Frivolous:** Specifically identified.
4. **Patterns of Misuse:** Multiple cases show procedural overreach and a focus on financial settlements without litigating merits.
5. **Dismissals With Prejudice:** Highlighted cases where claims were dismissed for lack of evidence or frivolousness.

Case Title	Case Number	Settlement Date	Duration (Months)	Notes
Bland v. Lightbeam Lending Inc., et al	4:24-cv-00595	7/11/2024 (13 Days)	0.2	Plaintiff dismissed voluntarily after weak claims; potential misuse of TCPA litigation.
Bland v. Accucare Ins LLC et al	4:24-cv-01079	11/25/2024 (20 Days)	0.7	Filed pro se; rapid voluntary dismissal suggests financial settlement.
Pinn v. IJ Wireless, Inc.	1:24-cv-02315	5/3/2024	1.5	Plaintiff dismissed voluntarily; weak claims alleged.

Kelly Pinn v. Legal Tax Defense, Inc.	2:24-cv-05778	9/1/2024	2	Rapid resolution (50 days); strong indications of financial settlement.
<b>Case Title</b>	<b>Case Number</b>	<b>Settlement Date</b>	<b>Duration (Months)</b>	<b>Notes</b>
<b>Case Title</b>	<b>Case Number</b>	<b>Settlement Date</b>	<b>Duration (Months)</b>	<b>Notes</b>
Kelly Pinn v. Energy Solutions Direct Solar	3:21-cv-02330	12/6/2021	2	Rapid resolution; statutory damages inflated settlement pressure.
Pinn v. Vehicle Protection Specialists LLC et al	3:23-cv-00790	6/26/2023	2	Procedural ambiguities exploited for settlement leverage.
Kelly Pinn v. Energy Solutions Direct Solar	3:21-cv-02330	12/6/2021	2	Rapid resolution; statutory damages inflated settlement pressure.
Bland v. CHW Group Inc	4:24-cv-00876	Presumed Settled 13-Nov-2024	2	Temporary stay granted for settlement filing.
Bland v. ELOCAL USA, LLC	2:24-cv-05036	12/16/2024	3	Settlement reached; allegations of fraud and misrepresentation highlighted.
Pinn v. Nations Auto Protection, LLC et al	3:22-cv-05810	12/27/2022	3	Inclusion of TSA escalated penalties; financial settlement suspected.
Pinn v. Vehicle Protection Services LLC	3:21-cv-02907	2/17/2022	3	No ruling on merits; settlement suspected.
Pinn v. International Union of Police Associations AFL-CIO	8:24-cv-01084	8/15/2024	3.2	Alleged prerecorded donation calls; voluntary dismissal suggests settlement.

Pinn v. Thrive 360 LLC	4:24-cv-00487	9/17/2024	3.7	Filed as class action; no resolution reached; <b>settlement suspected.</b>
Bland v. Lifetime Health Group LLC	9:24-cv-81000	12/12/2024	4	Class action filed; <b>pressure tactics noted; voluntary dismissal suggests settlement.</b>
<b>Case Title</b>	<b>Case Number</b>	<b>Settlement Date</b>	<b>Duration (Months)</b>	<b>Notes</b>
Tarkenton Senior Solutions LLC (Med Life Financial LLC)	1:24-cv-01962	10/8/2024	5	Defendant renamed; <b>quick settlement raises questions about initial targeting.</b>
Pinn v. Xponential Fitness Inc	3:22-cv-02684	5/10/2023	5	<b>Rapid settlement suggests financial motivation.</b>
Pinn v. Global Exchange Vacation Club	8:22-cv-01943	3/13/2023	5	Dismissed without prejudice; <b>lack of evidence noted.</b>
Pinn v. Ethos Technologies Inc.	3:23-cv-03869	2/12/2024	6	Class action bundling federal and state claims; <b>weak substantive evidence.</b>
Pinn v. TogetherHealth Insurance LLC	3:23-cv-00251	9/18/2023	7.5	Defendant bankruptcy cited; <b>weak claims</b> dismissed voluntarily.
Pinn v. Pini Insurance, LLC et al	1:24-cv-20751	10/31/2024	8	Escalation to class action; dismissal without prejudice noted.
Pinn v. Live Calls Network LLC	8:23-cv-02927	6/24/2024	8	<b>Case closure followed settlement</b> and stipulation of dismissal.
Pinn v. Transamerica Life Insurance Company et al	4:24-cv-00266	12/9/2024	8.7	<b>Plaintiff's claims lacked evidence; leveraged procedural ambiguities.</b>
Pinn v. Hufsey Home Services Inc. et al	4:23-cv-01208-Y	10/8/2024	10	<b>Weak factual basis; dismissed with prejudice for lack of evidence.</b>

Pinn v. Consumer Credit Counseling Foundation, Inc	4:22-cv-04048	8/26/2024	25	Plaintiff's unsupported claims and discovery overreach highlighted.
Pinn v. Consumer Credit Card Relief LLC et al	3:24-cv-02782	Pending	Ongoing	Class action filed; procedural aggression noted; lacks evidence of pre-litigation resolution.
<b>Case Title</b>	<b>Case Number</b>	<b>Settlement Date</b>	<b>Duration (Months)</b>	<b>Notes</b>
Bland v. OUR WORLD ENERGY LLC et al	4:24-cv-00994	Pending	Ongoing	Judge ordered Plaintiff to move for default judgment; potential procedural misuse.
Bland v. The Allstate Corporation	1:24-cv-07077	Pending	Ongoing	Class action filed; court deadlines set for disclosures and discovery.
Pinn v. Better Tax Relief LLC	4:24-cv-00488	Pending	Ongoing	Filed as class action; mediation ongoing; procedural noncompliance cited.
Pinn v. Greenstar Power LLC et al	1:24-cv-00066	Pending	Ongoing	Plaintiff amended complaint to add new defendants post-settlement; vexatious litigation noted.
Bland v. Pacific Green Energy, LLC	4:24-cv-01078	Pending	Ongoing	Defendant alleges plaintiff solicited communication; affirmative defenses raised.
Bland v. 1st Texas Health & Life LLC et al	4:24-cv-01022	Pending	Ongoing	Claims include \$5,000 statutory damages; references Texas Business and Commerce Code.

Starling v. OnProcess Technology, Inc., et al	1:23-cv- 10949	Dismissed with Prejudice	10 months	AT&T and OnProcess introduced compelling evidence of fabricated claims, including celebratory text messages and intentional addition of numbers to generate claims.
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Case Title	Case Number	Summons Issued	Settlement Date	Termtn. Date	Duration (Months)	Cause of Action	Pro Se Status	Class Action Attempt	Settlement	Redacted Phone #	Plaintiff Attorneys Involved	Notes
Bland v. Lightbeam Lending Inc., et al	4:24-cv-00595	29-Jun-2024	Not Disclosed	7/11/2024 (13 Days)	0.2	47:227 TCPA	No	Yes	Voluntary Dismissal Presumed Financial Settlement	Yes	Andrew Roman Perrong, Esq. Anthony Paronich, Esq.	1. Plaintiff claims TCPA violations for unsolicited telemarketing calls received on her Do Not Call registered number. 2. <b>Photo of a salesperson ("Eric") was submitted to link telemarketing calls to LightBeam Lending, in an attempt to show direct involvement.</b> 3. Allegations of non-registration for telemarketing by Clean Energy Associates <b>aimed to establish vicarious liability.</b> 4. 13 day after filing suit, Plaintiff dismissed voluntarily, likely avoiding weak claims or insufficient evidence. Image of "Eric" at the plaintiff's doorstep was submitted to the vendors' actions to LightBeam Lending and strengthen TCPA claims.
Bland v. Accucare Ins LLC et al	4:24-cv-01079	5-Nov-2024	Not Disclosed	11/25/2024 (20 days)	0.7	47:227 TCPA	Yes	No	Voluntary Dismissal WITH Prejudice November 25, 2024. Presumed Financial Settlement	Yes	None (Pro Se)	1. Filed pro se by Kelly Bland against two defendants: Accucare Ins LLC and JLN Corp. 2. <b>Case dismissed with prejudice</b> following plaintiff's voluntary motion to dismiss. 3. <b>Rapid Voluntary Dismissal (11/22/24):</b> The plaintiff filed the motion to dismiss just 17 days after the case was initiated.
Pinn v. IU Wireless, Inc.	1:24-cv-02315	20-Mar-2024	Not Disclosed	3-May-24	2	47:227 TCPA	No	Yes	Voluntary Dismissal Presumed Financial Settlement	Yes	Anthony Paronich (Paronich Law, P.C.)	1. Filed against IU Wireless for alleged TCPA violations including unsolicited calls to numbers on the National Do Not Call Registry. 2. Plaintiff claimed calls used spoofed caller IDs and failed to honor prior requests to stop. 3. <b>Case voluntarily dismissed by Plaintiff shortly after summons execution;</b> suggests likely settlement or lack of intent to litigate fully. 4. Indicates a repeated pattern of litigation without proceeding to resolution.

Case 4:24-cv-01022-O-BP Document 19 Filed 01/08/25	Pinn v. Vehicle Protection Specialists LLC et al	3:23-cv-00790	13-Apr-2023	26-Jun-23	26-Jun-23	2	47:227 TCPA	No	Yes	Voluntary Dismissal Presumed Financial Settlement	Yes	Jacob U. Ginsburg Kimmel & Silverman PC Dena L. Mathis Mathis Legal PLLC	1. Voluntary dismissal filed by plaintiff on 1-Sep-24 with prejudice under FRCP 41(a)(1). 2. Early dismissal strongly suggests possible private settlement or plaintiff's lack of interest in pursuing justice. 3. Rapid resolution (50 days) aligns with patterns observed in similar cases filed by the plaintiff.
Page 18 of 47	Gland v. CHW Group Inc	4:24-cv-00876	13-Sep-2024	13-Sep-24	In Progress	2	47:227 TCPA	Yes	No	Presumed Settled Notice of Resolution 13-Nov-24	Yes	None (Pro Se)	1. Notice of resolution filed on 13-Nov-24, requesting temporary stay for settlement filing. 2. The court granted a temporary stay on November 14, 2024, requiring the parties to file dismissal papers by January 13, 2025.
Page ID 222	Kelly Pinn v. Legal Tax Defense, Inc.	2:24-cv-05778	9-Jul-2024	Not Disclosed	1-Sep-24	2	47:227 TCPA	No	Yes	Voluntary Dismissal Presumed Financial Settlement	Yes	Ethan Preston (Preston Law Offices)	1. Voluntary dismissal filed by plaintiff on 1-Sep-24 with prejudice under FRCP 41(a)(1). 2. Early dismissal strongly suggests possible private settlement or plaintiff's lack of interest in pursuing justice. 3. Rapid resolution (50 days) aligns with patterns observed in similar cases filed by the plaintiff.

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Case 4:24-cv-01022-O-BP Document 19 Filed 01/08/25 Page 21 of 47 PageID 225											
Pinn v. Nations Auto Protection, LLC et al	3:22-cv-05810	30-Sep-2022	15-Dec-22	27-Dec-22	3	47:227 TCPA	No	Yes	Yes	Amy Lynn Bennecoff Ginsburg (Ginsburg Law Group, P.C.)	1. Plaintiff filed claims under the TCPA and Texas Business & Commerce Code §302.101 which has higher penalties, alleging violations such as unsolicited prerecorded calls and improper telemarketing practices. 2. Plaintiff alleged that Nations Auto Protection acted as an agent for Palmer Administrative Services, attempting to expand liability to include both companies for telemarketing violations, though this theory was not tested in court. 3. A settlement agreement was filed on December 15, 2022, and the case was dismissed by mutual consent on December 27, 2022, without any pretrial motions or evidence directly linking the calls to the defendants. 4. This case reflects Plaintiff's broader litigation pattern of escalating claims with severe penalties, filing lawsuits with limited or no supporting evidence, and settling cases rapidly to extract financial agreements without fully litigating the merits.
Pinn v. Vehicle Protection Services LLC	3:21-cv-02907	19-Nov-2021	Not Disclosed	17-Feb-22	3	47:227 TCPA	No	Yes	Yes	Jacob U Ginsburg Kimmel & Silverman PC	1. Filed under TCPA and Texas TSA alleging telemarketing violations. Defendant accused of failing to register for telemarketing in Texas and violating DNC Registry requirements. 2. Plaintiff purchased a warranty plan for "Investigative purposes". - 3. Case voluntarily dismissed without prejudice on Feb 17, 2022. 4. Pattern suggests financial settlement; no ruling on merits of claims.
Pinn v. International Union of Police Associations AFL-CIO	8:24-cv-01084	7-May-2024	Not Disclosed	15-Aug-24	3	47:227 TCPA	No	Yes	Yes	Avi Kaufman; Rachel Kaufman (Kaufman P.A.)	1. Filed against International Union of Police Associations for alleged TCPA violations through pre-recorded donation calls. 2. Plaintiff alleged that calls used pre-recorded messages for solicitation without prior consent. 3. Case voluntarily dismissed shortly after summons execution; likely settlement inferred based on dismissal patterns. 4. Suggests repeated use of voluntary



Tarkenton Senior Solutions LLC. Defendant renamed to Med Life Financial LLC	1:24-cv-01962	6-May-2024	8-Oct-24	8-Oct-24	5	47:227 TCPA	No	Yes	Settled8-Oct-24	Yes	John A. Love (Love Consumer Law); Max S. Morgan (The Weitz Firm, LLC)	1. Initially filed against Tarkenton Senior Solutions LLC. Defendant renamed to Med Life Financial LLC (7/23/2024). Case settled and <b>administratively closed</b> .2. <b>Changing the defendant could suggest weak research</b> or improper targeting at the onset, raising concerns about whether the plaintiff initially targeted the correct entity.3. <b>Settled within five months, which is unusually fast for class action cases.</b>
Pinn v. Xponential Fitness Inc	3:22-cv-02684	1-Dec-2022	10-May-23	10-May-23	5	47:227 TCPA	No	Yes	Settled May 10, 2023	Yes	Chris R. Miltenberger, Max S. Morgan, Eric H. Weitz	1. Filed as a class action but settled quickly, indicating financial settlement motivation. 2. Alleged vicarious liability without proving direct involvement, targeting vendors indirectly. 3. Demonstrates the plaintiffs pattern of forcing settlements through legal pressure. 4. No significant rulings on vicarious liability, suggesting avoidance of trial scrutiny.
Pinn v. Global Exchange Vacation Club	8:22-cv-01943	24-Oct-2022	Court Dismissed	13-Mar-23	5	47:227 TCPA	No	Yes	Court Dismissed	Yes	Ethan Preston, Esq.	1. Filed a sealed First Amended Complaint (FAC) (#17) but was denied by the court (#19). This may indicate attempts to obscure questionable claims. 2. Allegations appeared broadly targeted at the defendants, with unclear evidence linking them directly to the calls. 3. The case was dismissed without prejudice on 13-Mar-23, as the court found insufficient evidence and lack of standing. 4. Pinn broadly targeted defendants without clear evidence of direct involvement. This suggests reliance on general claims to pressure settlements instead of pursuing legitimate legal claims. 5. Demonstrates a pattern of serial litigation and targeting companies with claims lacking substantive proof, possibly for settlement leverage."



Pinn v. Ethos Technologies Inc.	3:23-cv-03869	2-Aug-2023	Not Disclosed	12-Feb-24	6	47:227 TCPA	No	Yes	Voluntary Dismissal Presumed Financial Settlement	Yes	Ryan L. McBride (Kazerouni Law Group, APC) Jacob U. Ginsburg (Kimmel & Silverman, P.C.)	1. Mrs. Pinn voluntarily dismissed the case 6 months after filing, likely settling for an undisclosed sum. 2. The class-action approach and bundling of federal TCPA and state law claims increased potential liability, pressuring resolution. 3. Claims lacked substantive evidence beyond basic allegations.
Pinn v. TogetherHealth Insurance LLC	3:23-cv-00251	3-Feb-2023	18-Sep-23	18-Sep-23	8	47:227 TCPA	No	Yes	Voluntary Dismissal Presumed Financial Settlement	Yes	Jacob U. Ginsburg, Esq. Kimmel & Silverman, P.C.	1. Class action filed without clear evidence of TCPA violation by defendant. 2. Voluntarily dismissed shortly after defendant filed suggestion of bankruptcy. 3. No significant discovery or evidence to substantiate claims. 4. Pattern consistent with other lawsuits involving financial settlements despite weak claims. 5. Plaintiff's attorney filed similar suits in a short timeframe.
Pinn v. Pini Insurance, LLC et al	1:24-cv-20751	27-Feb-2024	Not Disclosed	31-Oct-24	8	47:227 TCPA	No	Yes	Voluntary Dismissal Presumed Financial Settlement	Yes	Avi R. Kaufman (FL Bar no. 84382) Rachel E. Kaufman (FL Bar no. 87406) KAUFMAN P.A.	1. Filed as a class action under TCPA. 2. Plaintiff leveraged mediation but voluntarily dismissed the case after a stipulation of dismissal. 3. No substantive resolution reached; dismissal left the door open for potential refiling. 4. Escalation to class-level allegations suggests pressure tactics. 5. Patterns indicate use of dismissals without prejudice to maintain litigation leverage.
Pinn v. Live Calls Network LLC	8:23-cv-02927	27-Oct-2023	24-Jun-24	24-Jun-24	8	47:227 TCPA	No	Yes	Dismissed: Individual claims with prejudice	Yes	John T. McGowan (Kinner & McGowan PLLC); Max S. Morgan (The Weitz Firm, LLC)	1. Settlement and stipulation of dismissal filed, leading to case closure. 2. The individual claims were dismissed with prejudice.



<b>Pinn v. Transamerica Life Insurance Company et al</b>	4:24-cv-00266	22-Mar-2024	Dec 6 2024	Dec 9 2024	9	47:227 TCPA	No	Yes	Voluntary Dismissal Financial Settlement	Yes	Andrew Roman Perong Anthony Patonich Sharon K. Campbell	<p>1. Filed under TCPA at Transamerica for alleged telemarketing violations involving third-party vendor Leads Guru.2. Case settled with a court order confirming settlement on Dec 6 2024.3. Voluntary dismissal assumed to include financial settlement.4. Plaintiff alleged liability against Transamerica for third-party vendor Leads Guru's actions, despite Leads Guru likely operating autonomously under compliance contracts.5. Exaggerated claims targeting companies purchasing leads, with history of no direct evidence of Transamerica's and other defendant's involvement in vendor practices.6. Repeated pattern of leveraging settlements, exploiting ambiguities in TCPA vendor liability to extract financial agreements.7. TransAmerica Response Nov. 21 2024: They highlight that Kelly Pinn is a serial TCPA plaintiff, having filed numerous lawsuits in multiple jurisdictions, some of which have been dismissed due to weak or unfounded claims.8. No Direct Involvement: Transamerica asserts it did not make the alleged calls. 9. Lack of Ratification: The response stresses that for ratification to apply under the law, the principal (Transamerica) must have had knowledge of the alleged unlawful conduct. Transamerica denies any such knowledge and states it never contracted Leads Guru to make the calls.10. Discovery Issues: Transamerica argues that the plaintiff's discovery requests are overly broad, irrelevant, and disproportionate to the needs of the case. They maintain that complaints involving unrelated persons or entities have no bearing on whether Transamerica ratified Leads Guru's actions.</p>
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Pinn v. Hufsey Home Services Inc. et al	4:23-cv-01208-Y	1-Dec-2023	Court Dismissed With Prejudice 10/8/2024	8-Oct-24	10	47:227 TCPA	No	Yes	Court Dismissed With Prejudice	Yes	Katherine Hendler Fayne Katherine Fayne Law PLLC Anthony I Paronich Paronich Law PC Andrew Roman Perrong Perrong Law LLC	1. Plaintiff filed TCPA and Texas state law claims alleging marketing violations but showed no clear connection between calls and defendants. 2. ORDER: "Dismissed with Prejudice Because Plaintiff's complaint fails to plead enough facts" 3. Over-reliance on contradictory or unsubstantiated allegations suggests attempts to force settlements rather than pursuing valid legal claims. 4. Dismissal with prejudice of federal TCPA claims indicates weak factual basis. 5. Repeated lawsuits of this nature highlight a pattern of filing multiple similar claims, possibly targeting settlements over merits.
Pinn v. Consumer Credit Counseling Foundation, Inc	4:22-cv-04048	11-Jul-2022	22-Aug-24	26-Aug-24	25	47:227 TCPA	No	Yes	Voluntary Dismissal Presumed Financial Settlement	Yes	Ethan Preston (Solo Practitioner)	1.Mrs. Pinn speculated that critical emails were withheld without proof, relying on incomplete email headers and ignoring Defendants' extensive searches. 2. She alleged spoliation of call recordings without evidence, despite Defendants explaining technical limitations and retention policies. 3. Mrs. Pinn demanded broad, irrelevant discovery, including financial records and unrelated communications, exceeding proportionality standards. 4. She failed to refute Defendants' compliance defenses and rejected reasonable alternatives, such as third-party subpoenas and supplemental productions. 5. These actions suggest a pattern of making unsupported claims to burden Defendants and pressure settlements rather than pursuing substantiated legal disputes.

Starling v. OnProcess Technology, Inc., et al.	1:23-cv-10949	2-May-2023	18-Oct-24	18-Oct-24	17.5	47:227 TCPA	No	No	Dismissed with prejudice	Yes	Max S. Morgan Chris R. Miltenberger Brendan J. Quinn Jonathan Lucido	1. Plaintiff alleged TCPA violations, including unauthorized telemarketing calls, as a potential class representative for similarly affected parties. 2. A motion for class certification was initially anticipated in the scheduling order but never pursued due to dismissal. 3. Celebratory text messages and evidence of manufactured claims surfaced during litigation, suggesting bad-faith actions by the plaintiff.
Pinn v. Consumer Credit Card Relief LLC et al	3:24-cv-02782	5-Nov-2024	Pending	In Progress	Ongoing	47:227 TCPA	No	Yes	Pending	Yes	Ethan Preston (Preston Law Offices)	1. Pinn filed a motion for entry of default on December 3, 2024, less than a month after filing and shortly after service on November 7, 2024, suggesting procedural aggression to pressure a settlement. 2. The lawsuit relies on general TCPA claims (e.g., unsolicited calls, spoofed numbers) without specific harm, aligning with patterns in prior cases focusing on statutory damages. 3. Filing as a class action amplifies financial exposure for defendants, despite limited evidence of class-wide harm. 4. Inclusion of "et al" leaves room for additional defendants, a common tactic for increasing settlement leverage. 5. Pinn engaged Ethan Preston, an attorney frequently representing TCPA plaintiffs, supporting a settlement-driven strategy. 6. No evidence of pre-litigation resolution attempts reinforces the appearance of litigation aimed at financial outcomes rather than justice. 7. The case reflects similarities to other TCPA lawsuits filed by serial litigants, characterized by vague allegations, procedural haste, and aggressive demands.

<b>Bland v. OUR WORLD ENERGY LLC et al</b>	4:24-cv-00994	16-Oct-2024	<b>Pending</b>	In Progress	Ongoing	47:227 TCPA	No	Yes	<b>Pending</b>	Yes	<b>Andrew Roman Perrong, Esq., Anthony Paronich, Esq., Sharon K Campbell, Esq.</b>	1. Plaintiff filed against <b>Our World Energy LLC and SunSCI Media LLC</b> alleging TCPA violations for telemarketing calls. 2. On Dec 3, 2024, Judge ordered Plaintiff to move for a clerk's entry of default by Dec 10, 2024, citing Rule 55; otherwise, dismissal under Rule 41(b) for failure to prosecute. 3. Defendant Our World Energy LLC filed a stipulation on Dec 4, 2024, potentially indicating ongoing discussions or procedural resolutions.
<b>Bland v. The Allstate Corporation</b>	1:24-cv-07077	12-Aug-2024	<b>Pending</b>	In Progress	Ongoing	47:227 TCPA	No	Yes	<b>Pending</b>	Yes	<b>Anthony Paronich, Esq.</b>	1. Filed as a class action, represented by Paronich Law, P.C. 2. Defendant The Allstate Corporation filed an answer denying allegations and asserting affirmative defenses. 3. Plaintiff alleges that telemarketing calls were made to her number, registered on the National Do Not Call Registry. 4. Defendant McCombs, acting on behalf of Allstate, sent telemarketing messages and calls, including a proposal email referencing Allstate Health Solutions. 5. Plaintiff claims Allstate failed to honor internal and national Do Not Call requests since 2021. 6. Court set fact discovery deadline for 11-Jul-2025, with potential settlement discussions post-discovery. 7. Defendant denies allegations and requests attorney fees if claims are deemed meriteless. 8. Plaintiff filed a Motion for Alternate Service on December 24, 2024, citing challenges in effecting service. Motion granted on January 2, 2025. 9. Court set a deadline of December 16, 2024, for initial disclosures under Rule 26(a)(1). Written discovery requests to be issued by December 23, 2024. 10. Parties are to file an updated joint status report by February 3, 2025, per court order issued on December 3, 2024.
<b>Binn v. Better Tax Relief LLC</b>	4:24-cv-00488	27-May-2024	<b>Pending</b>	In Progress	Ongoing	47:227 TCPA	No	Yes	<b>Pending</b>	Yes	<b>Andrew Roman Perrong (Perrong Law)</b>	1. Filed on May 27, 2024, under TCPA and Texas Business and Commerce Code § 302.101, alleging unsolicited robocalls with prerecorded messages.

[illegible]

<b>Pinn v. Greenstar Power LLC et al</b>	1:24-cv-00066	22-Jan-2024	<b>Pending</b>	In Progress	Ongoing	47:227 TCPA	No	<b>Yes</b>	<b>Pending</b>	<b>Yes</b>	Andrew Roman Perrong LLC); Anthony Paronich (Paronich Law, P.C.)	<p>1. Pinn filed a Notice of Settlement (June 4, 2024) with Greenstar Power LLC but later amended her complaint (August 27, 2024) to add new defendants (e.g., BRND BLDRS, LLC and Jared Bolduc), suggesting an opportunistic shift in litigation targets.</p> <p>2. Amending her complaint after settlement implies piecemeal litigation, maximizing pressure on new defendants while leveraging prior settlements, a potential hallmark of vexatious litigation.</p> <p>3. Claims relied on alleged telemarketing violations, including TCPA and Texas-specific rules, without providing clear harm or substantive evidence beyond procedural violations.</p> <p>4. Pinn's class-action strategy aggregates federal and state claims to amplify liability and pressure for settlements, despite a lack of significant harm.</p> <p>5. Allegations against Zen Energy as a "lead generator" and fictitious names like "Brand Solar" highlight vague or unsubstantiated claims, complicating defense.</p> <p>6. Pinn reportedly provided false names during calls (e.g., "Trinity Bland"), potentially undermining her credibility.</p> <p>7. Procedural burdens (e.g., amended complaints, reassignments) reflect tactics to exhaust defendants into settlements rather than resolve substantive disputes.</p> <p>8. Consistent absence of key settlement terms in cases suggests an effort to obscure financial motives and avoid scrutiny as a potential serial litigant.</p>
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Page 31 of 47	Bland v. Pacific Green Energy, LLC	4:24-cv-01078	5-Nov-2024	Pending	In Progress	Ongoing	47:227 TCPA	Yes	No	Pending	Yes	None (Pro Se)	1. Filed pro se by Kelly Bland on 5-Nov-24 alleging TCPA violations. 2. Defendant's Answer on 2-Dec-24 denies most allegations and introduces affirmative defenses, including lack of standing, consent, and estoppel. 3. Defendant claims Plaintiff deliberately solicited communication by appearing as a customer, alleging improper motives that undermine her TCPA claims. 4. Defendant has requested attorney fees and costs, signaling confidence in their case and a strategy to deter further litigation by the Plaintiff. 5. Scheduling Order due by 7-Jan-25; case remains ongoing, with no resolution yet.
		4:24-cv-01022	24-Oct-2024	Pending	In Progress	Ongoing	47:227 TCPA	Yes	No	Pending	Yes	None (Pro Se)	Claims include \$5,000 in statutory damages for <u>7 calls, citing intentional violations</u> of the Texas Business and Commerce Code.
		4:24-cv-00946	4-Oct-2024	Dismissed For Lack of Jurisdiction	In Progress	Ongoing	47:227 TCPA	Yes	No	Dismissed Lack of Jurisdiction	Yes	None (Pro Se)	1. <b>Filed pro se against John Doe</b> , same as 1st Texas. Although 1st Texas communicated the guilty party, but was ignored. 2. Defendant filed a motion to dismiss for <b>lack of jurisdiction</b> on 11-Nov-24. 3. Plaintiff agreed to dismissal, filing a response <b>acknowledging jurisdictional issues and requesting voluntary dismissal</b> .

## **AT&T & OnProcess Exhibit A**

# **EXHIBIT A**



**Notice of Dispute - Account No. [REDACTED] 3200**

**Account Holder Kelly Pinn  
Attachment**

AT&T provides this notice to former AT&T Mobility Account Holder Kelly Pinn that it intends to commence arbitration against Ms. Pinn and her sister, Kimberly Starling, for conspiring to manufacture illegitimate legal claims against AT&T Services, Inc., and/or its affiliates (“AT&T”) alleging telemarketing violations.

**(a) Claimant’s name, address, and phone number:**

AT&T Services, Inc.  
Walid Abdul-Rahim  
AVP and Senior Legal Counsel  
5005 Executive Parkway #3N306  
San Ramon, CA 94583  
(415) 268-9490

**Mrs. Bland (formerly Mrs. Pinn) gave AT&T her sister's number, Mrs. Kimberly Starling, even though Mrs. Starling wasn't a part of the household.**

**(b) Account number at issue:** AT&T Account Number [REDACTED] 3200 (Kelly Pinn)

**(c) Services (if any) to which the claim pertains:** U-verse TV

**(d) Description of the nature and basis of the claim or dispute:**

Kelly Pinn and her sister Kimberly Starling have conspired to fabricate a TCPA lawsuit against AT&T.

When Ms. Pinn signed up for AT&T Internet Service (including U-verse Voice and TV service), she told AT&T she could be contacted at a telephone number ending in 6140. When Ms. Pinn later cancelled that service, an AT&T vendor called the 6140 number to ask Ms. Pinn about returning the AT&T equipment that she (as a service customer) used as part of the service, e.g. a modem. However, the 6140 phone number Ms. Pinn gave to AT&T belongs to her sister, Ms. Starling. Ms. Starling answered her phone when the vendor called, but rather than identify herself, she pretended to be Ms. Pinn. Ms. Starling texted her sister during the call asking details about Ms. Pinn’s AT&T account to bolster her counterfeit identity.

Based in part on this call, Ms. Starling filed a lawsuit, *Starling v. OnProcess*, Case No. 1:23-cv-10949 (D. Mass.) (the “*Starling Action*”), alleging the vendor (OnProcess) made several calls to her cell phone number regarding Ms. Pinn’s AT&T account without consent and in violation of the TCPA. Ms. Starling recently added AT&T to the *Starling Action* as a defendant.

AT&T denies that it violated the TCPA. More importantly, however, AT&T has legitimate concerns that the *Starling Action* was not brought in good faith. AT&T takes the TCPA, its customers’ privacy rights, and the privacy rights of non-customers very seriously. But Ms. Pinn’s and Ms. Starling’s actions here suggest a setup. Accordingly, AT&T intends to commence arbitration against Ms. Pinn and Ms. Starling for their bogus TCPA claim against AT&T. AT&T believes that, in an effort to manufacture a future TCPA violation, Ms. Pinn deliberately provided Ms. Starling’s cellular telephone number to AT&T as a secondary contact number for Ms. Pinn’s account. Ms. Starling also pretended to be Ms. Pinn during a phone call with the vendor, while at the same time texting with Ms. Pinn so that Ms. Pinn could provide Ms. Starling

**Mrs. Bland (formerly Mrs. Pinn) Notice of Dispute - Account No. 299383200**

**acknowledged under oath that her Account Holder Kelly Pinn  
sister Kimberly and herself had celebrated Attachment  
receiving robocalls.**

with details that would further Ms. Starling's efforts to pretend to be Ms. Pinn. Ms. Starling then filed the *Starling* Action against the vendor and added AT&T as a defendant. If Ms. Pinn had Ms. Starling's consent to give AT&T her phone number, then there was no TCPA violation. If Ms. Pinn did not have consent, then she violated her contract with AT&T and is responsible for any ensuing harm to AT&T, including having to defend or pay damages in Ms. Starling's TCPA lawsuit. Ms. Pinn and Ms. Starling cannot have it both ways.

The sisters' conduct in other contexts lends credibility to AT&T's suspicions. Ms. Starling, for example, has stated under oath that she purchases products or services that she does not want solely for the purpose of identifying potential TCPA defendants. Ms. Pinn has acknowledged under oath that she and Ms. Starling celebrate upon receiving calls that they characterize as "robocalls" and that presumably would support additional TCPA claims. And at least one lawsuit has been filed against Ms. Starling alleging a "fraudulent and illegal scheme" to manufacture TCPA violations.

Based on the above conduct, AT&T intends to assert several claims against Ms. Pinn in arbitration, including for breach of contract, contractual indemnity, negligent and fraudulent misrepresentation, and civil conspiracy.

**(e) Specific relief sought and basis for calculations.** AT&T will seek actual damages, attorney's fees and costs, and any other expenses as authorized by the arbitration agreement and applicable AAA Rules. Actual damages will include any judgment against AT&T in the *Starling* Action, as well as costs, experts' fees, and attorneys' fees incurred therein.

AT&T SERVICES, INC.

By: Walid Abdul-Rahim

TITLE: AVP – Sr. Legal Counsel

DATED: 1-18-2024

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Please proceed down 8 pages  
to resume defendant's evidence.**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

KIMBERLY STARLING,  
Plaintiff,

V.

ONPROCESS TECHNOLOGY, INC.,  
Defendant.

)  
)  
)  
)  
) Civil Action  
) No. 1:23-cv-10949  
) Pages 1 to 43  
)  
)  
)  
)

BEFORE THE HONORABLE JULIA E. KOBICK  
UNITED STATES DISTRICT JUDGE

MOTION HEARING

March 21, 2024  
11:00 a.m.

John J. Moakley United States Courthouse  
Courtroom No. 3  
One Courthouse Way  
Boston, Massachusetts 02210

Jessica M. Leonard, CSR, FCRR  
Official Court Reporter  
John J. Moakley United States Courthouse  
One Courthouse Way  
Boston, Massachusetts 02210  
JessicaMichaelLeonard@gmail.com

1 APPEARANCES:

2 On Behalf of the Plaintiff:

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4 By: Max Morgan  
5 1515 Market Street  
6 Ste #1100  
7 Philadelphia, PA 19102  
8 267-587-6240  
9 Max.morgan@theweitzfirm.com

10  
11 On Behalf of the Defendant AT&T Services:

12 KILPATRICK TOWNSEND & STOCKTON LLP  
13 By: Jeffrey H. Fisher  
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16 Atlanta, GA 30309  
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18 Jfisher@ktslaw.com

19 On Behalf of the Defendant OnProcess Technology, Inc.:

20 CROWE & DUNLEVY  
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Proceedings reported and produced  
by computer-aided stenography.

33

1 P R O C E E D I N G S

2 THE CLERK: This is civil matter 1:23-cv-10949,  
3 *Starling v. OnProcess Technology, Inc., et al.* Will counsel,  
4 starting with the plaintiff, please state your name for the  
5 record?

6 MR. MORGAN: Good morning, Your Honor. Max Morgan on  
7 behalf of the plaintiff.

8 THE COURT: Good morning, Mr. Morgan.

9 MR. LUCIDO: Good morning, Your Honor. May it please  
10 the Court, on behalf of the plaintiff, attorney Jonathan  
11 Lucido.

12 THE COURT: Good morning, Mr. Lucido.

13 MR. FISHER: Your Honor, Jeff Fisher from Kilpatrick  
14 Townsend on behalf of the defendant AT&T Services Inc.

15 THE COURT: Good morning, Mr. Fisher.

16 MR. CLOHERTY: Daniel Clougherty also on behalf of  
17 AT&T.

18 THE COURT: Good morning, Mr. Cloherty.

19 MR. HENRY: Good morning, Your Honor. Andrew Henry on  
20 behalf of OnProcess Technology, Inc.

21 MR. HARTSOOK: Good morning, Your Honor. Dylan  
22 Hartsook, also on behalf of OnProcess Technology, Inc.

23 MR. FREDERICKS: Good morning, Your Honor. Aaron  
24 Fredericks on behalf of OnProcess.

25 THE COURT: Good morning to you all.

1           We are here on AT&T's motion to stay this action  
2     pending arbitration, and we're also here on Ms. Starling's  
3     order on a temporary restraining order and preliminary  
4     injunction. These motions are somewhat interrelated, but what  
5     I'm going to do is address the motion to stay first. I'd like  
6     to hear both sides on that, then we'll move into the issue of  
7     preliminary injunction and temporary restraining order.

8           So I will hear from AT&T first; it's your motion to  
9     stay. Mr. Fisher, will you be arguing?

10           MR. FISHER: Yes, Your Honor.

11           THE COURT: Go ahead.

12           MR. FISHER: And I have a PowerPoint. If you want a  
13     paper copy, I can hand that up.

14           THE COURT: Have you given it to Ms. Starling's  
15     attorneys? I can follow along on the screen.

16           MR. FISHER: My name is Jeff Fisher, I represent AT&T  
17     Services, Inc., with Dan Clougherty who also represents AT&T.  
18     We're here on AT&T's motion to stay, and also I'll talk a  
19     little bit -- because if you note, they're interrelated --  
20     about the motion for injunctive relief.

21           AT&T seeks two forms of relief. First, as the Court  
22     is aware, AT&T has initiated arbitration against the plaintiff  
23     in this case, Kimberly Starling, and against her sister, Kelly  
24     Pinn. AT&T is moving to stay this action pending arbitration.  
25     In response to that motion, Plaintiff filed -- two months after

1 we filed that motion, Plaintiff filed a motion to enjoin the  
2 pending arbitration only against Ms. Starling. We would ask  
3 the Court deny that motion to stay.

4 I want to start by talking about where I'm going to  
5 go. First, we're going to look at the key undisputed facts.

6 THE COURT: Actually, I'd like to start you with the  
7 text of the arbitration provisions, because I have a couple of  
8 questions about those.

9 MR. FISHER: Yes, Your Honor.

10 THE COURT: My first question for you is, the  
11 arbitration provision that we're talking about here is the  
12 provision in the Consumer Service Agreement, not the terms of  
13 service; is that right?

14 MR. FISHER: Yes, Your Honor. What we're talking  
15 about here would be the December, 2022, arbitration agreement  
16 in the terms of service -- let me pull that out and make sure  
17 we're looking at the same thing, but it would have been  
18 attached to the declaration.

19 THE COURT: I have it. From your perspective, is  
20 there any meaningful difference -- I looked at both arbitration  
21 provisions and they look pretty much the same with a few  
22 wording differences, but is there any meaningful difference  
23 between those arbitration provisions?

24 MR. FISHER: No, Your Honor. The biggest was that we  
25 went from a 30-day notice period to a 60-day notice period.

1 Other than that, Your Honor, I think to a large extent --

2 THE COURT: And just another question about both  
3 agreements. I looked. I didn't note a choice-of-law provision  
4 in either one. Did I miss it? Is there one in there?

5 MR. FISHER: I would assume it's wherever the  
6 arbitration is, based on experience, but I don't know that  
7 offhand. For the arbitration I think the case is likely  
8 governed by Texas law. The whole agreement is likely Texas  
9 law, but I don't know that offhand. I'll have to look at that.

10 THE COURT: I understood the parties' briefs to be  
11 citing Massachusetts law. I didn't see argument that Texas law  
12 should apply or the Court should do a choice-of-law analysis.

13 MR. FISHER: No, Your Honor. I think under the FAA,  
14 certainly, we would argue that you can apply Massachusetts law.

15 THE COURT: Okay, thank you. Go ahead.

16 MR. FISHER: This is a little bit of an unusual case  
17 for the TCPA case. There's no dispute that Ms. Starling's  
18 number was added to her sister, Kelly Pinn -- also formerly  
19 Kelly Robinson's -- AT&T account. Now, she was added as an  
20 alternate can-be-reached number. After Ms. Pinn canceled her  
21 account, AT&T then called the two numbers listed on that  
22 account, the can be reached and the alternate can be reached,  
23 to try and recover a modem.

24 Ms. Starling brought claims based on that interaction.  
25 Because that interaction arises out of the contract made



1 possible that that call to Ms. Starling, we move to stay  
2 pending arbitration. Now, second undisputed fact we'll look at  
3 is that Ms. Pinn accepted AT&T's Consumer Service Agreement,  
4 which the Court is already very well aware of, including the  
5 broad arbitration clause. Third, we'll show evidence that Pinn  
6 and Starling are serial TCPA plaintiffs.

7 Then we'll talk about the legal issues. The  
8 primary --

9 THE COURT: Go ahead.

10 MR. FISHER: I'm happy to -- I'm certainly not bound  
11 to my PowerPoint. If you have questions that you already know,  
12 I don't want to waste the Court's time.

13 THE COURT: What I'm most interested in is -- why  
14 don't you start with the equitable estoppel argument and then  
15 we can move to your argument that even if equitable estoppel  
16 principles don't bind Ms. Starling to the arbitration  
17 provision, that, in the Court's decision, the stay should enter  
18 in any event. But let's start with the equitable estoppel.

19 MR. FISHER: Yes, Your Honor. You're far ahead of me  
20 so I won't bore you with the background. Equitable estoppel is  
21 an equitable doctrine that combines a non-signatory to an  
22 arbitration agreement. In the *New Balance* case that we cited,  
23 which is a 2023 First Circuit case, the First Circuit reversed  
24 a denial of a motion to vacate an arbitration award on the  
25 basis of equitable estoppel. The Court found the non-signatory

**AT&T asserts that Mrs. Starling and Mrs. Pinn are serial TCPA plaintiffs, that they presented evidence in 2001 of the sisters' sending over 60 demand letters and made over \$50,000**

1 was bound to the contract. And the language in that First  
2 Circuit case is telling. A non-signatory would be estopped  
3 from embracing a contract then turning its back on the portions  
4 of the contract such as an arbitration clause that it finds  
5 distasteful.

6 Another case that we cite is *Leuhmann*, which is a  
7 district court case from this court. And that case talks  
8 about -- and so does *New Balance* -- exploiting or benefitting  
9 from a contract or gaming the system, and these are equitable  
10 doctrines.

11 THE COURT: I looked at *New Balance* and I understand  
12 it to be applying Massachusetts law, which applies here. And,  
13 under Massachusetts law, there has to be a direct benefit from  
14 the agreement; indirect benefits aren't good enough. So I  
15 guess my question for you is, this is an agreement for wireless  
16 services, right, between -- I have that wrong?

17 MR. FISHER: I'm listening.

18 THE COURT: What I want to know is, tell me how  
19 there's a direct benefit to Ms. Starling from the agreement  
20 between Ms. Pinn and AT&T, that flows from what they  
21 contractually agreed to.

22 MR. FISHER: So Ms. Starling and Ms. Pinn are serial  
23 TCPA plaintiffs. We presented evidence that in 2021 they sent  
24 over 60 demand letters. They made over \$50,000. The direct  
25 benefit that Ms. Starling got from Ms. Pinn's agreement with

**AT&T asserts that they took steps to get calls, and there's never any reason to put an alternate contact number to be reached with someone that doesn't live in the household and references Mrs. Pinn's professional TCPA plaintiff status.**

1 AT&T was a call that allowed her to make -- to file a TCPA  
2 claim.

3 THE COURT: So in your view, the TCPA -- the alleged  
4 TCPA violation itself is the direct benefit that flows from the  
5 agreement?

6 MR. FISHER: Yes, Your Honor. We're not arguing that  
7 she -- I mean, I don't know if she ever went over to Ms. Pinn's  
8 house and watched -- it was a U-verse contract -- watched TV or  
9 used the internet. But we're not proceeding on that theory.  
10 Our idea is that they're exploiting, basically, what they view  
11 as a loophole in this contract, which is that by using  
12 Ms. Starling's number as an alternate can-be-reached number,  
13 they got AT&T to make this call, right? Once they made this  
14 call, they took all these steps to get more calls, they called  
15 back, they left a number, they lied about their name. And then  
16 they filed a class action.

17 The only way -- alternate can-be-reached numbers  
18 usually would be you have your cell phone and maybe you put  
19 your office phone or home phone. There's never any reason to  
20 put an alternate can-be-reached number a third party that  
21 doesn't even live in the house and has no billing  
22 responsibility, unless you're a professional TCPA plaintiff  
23 who's looking to get a call.

24 And you'll see this evidence that when they -- when  
25 they get calls, they celebrate. So this is from a deposition

**AT&T asserts that they were just trying to collect their equipment with the calls.**

1 of Ms. Pinn, and you'll see at the beginning. It says: So you  
2 texted Ms. Starling that you're getting so many robocalls  
3 today, three from the same script; is that correct? And  
4 Ms. Starling responds: Woo hoo, right? And there's more when  
5 they're celebrating this win.

6 So the idea is that yes, the direct benefit from the  
7 contract is they get this call, it allows them to file the suit  
8 and then because --

9 THE COURT: Can I stop you there? AT&T doesn't  
10 dispute -- I haven't seen any evidence disputing Ms. Starling's  
11 declaration where she walks through the calls that she  
12 receives, so there's one on January 18, another on January 21,  
13 another on January 23, and it looks like one on January 26,  
14 another on January 26. There's no evidence contradicting that,  
15 right?

16 MR. FISHER: No, Your Honor. Our argument would be  
17 that there was consent to those calls through the AT&T Consumer  
18 Service Agreement. These aren't, like, marketing calls or even  
19 informational calls about potential upgrades. AT&T is just  
20 trying to literally collect its modem from a customer that  
21 canceled her service.

22 And notably, Ms. Starling, when she received these  
23 calls, she doesn't say, "You got the wrong number." When she  
24 figures out it's Ms. Pinn, she doesn't then go in immediately  
25 and change the number. Instead, you'll see here, she calls

**AT&T asserts that Mrs. Starling has unclean hands by calling back the number that called her,  
Which is the same thing that Mrs. Bland (at the time Mrs. Pinn) did to Aaron with 1st Texas.**

**AT&T asserts that Mrs. Starling has unclean hands by calling back the number that called her, Which is the same thing that Mrs. Bland (at the time Mrs. Pinn) did to Aaron with 1st Texas.**

1 back the number that called her, which is contrary to the  
2 own -- the advice that she cites from AT&T, which is to call  
3 the overall customer service number. She leaves a message  
4 leaving her number again and asking for a callback, and when  
5 she gets someone on the line, she lies about it, she says her  
6 name is Kelly, she says she'll return the modem sometime this  
7 week.
































8 So in AT&T's view, this is an example of a  
9 plaintiff -- a very experienced TCPA plaintiff. I mean, this  
10 is a plaintiff that -- these are all the cases that she's  
11 filed -- she, Ms. Pinn, Mr. Starling filed just in 2021 to 2024  
12 just in federal court. If you read the federal fraud case,  
13 they talk about how they work hard to find these loopholes.  
14 And -- I don't know this, but if there's no arbitration here,  
15 this is an opportunity. You'll probably see Ms. Pinn or  
16 Ms. Starling sign up for new services, add somebody else as an  
17 alternate can-be-reached, and now they're going to get this  
18 call and now they have an opportunity to bring a TCPA claim.  
19 So we think this is --

20 THE COURT: May I ask you, Mr. Fisher, do you have any  
21 case that stands for the proposition that filing multiple  
22 lawsuits of the same type in order to potentially vindicate a  
23 right provided by congress is evidence of a conspiracy in a  
24 future case?

25 MR. FISHER: I don't think we're arguing that

15

**Mrs. Pinn also acted interested in insurance when she called back after missing the 1st Texas Health& Life call. AT&T also asserts that in another fraud case, they work for these legal loopholes.**

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# United States Court of Appeals For the First Circuit

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No. 24-1341

KIMBERLY STARLING, on behalf of herself and all others similarly situated,

Plaintiff - Appellee,

v.

AT&T SERVICES, INC.,

Defendant - Appellant,

ONPROCESS TECHNOLOGY, INC.,

Defendant.

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## JUDGMENT

Entered: September 19, 2024  
Pursuant to 1st Cir. R. 27.0(d)

Upon consideration of stipulation, it is hereby ordered that this appeal be voluntarily dismissed pursuant to Fed. R. App. P. 42(b)(1) with each party to bear its own costs.

Mandate to issue forthwith.

By the Court:

Maria R. Hamilton, Clerk

cc:

Chris R. Miltenberger

Max S. Morgan

Aaron A. Fredericks

Daniel J. Cloherty

Adam Howard Charnes

Victoria L. Steinberg

Alexandra Arnold